


repair costs). Any information or documents provided to the expert by each party will also be provided to the other party.

2. If the parties cannot agree on a third-party expert, each party shall submit three proposed names to the Court, and the Court shall decide which expert shall undertake this review. No party shall submit a proposed expert that has any close association or past or present business relationship with that party.

3. Any determination or opinions rendered by the third-party expert shall not be binding upon the parties and such individual shall not be allowed to testify at the trial of this case. The expert's opinions or determinations shall also be inadmissible at the trial of this case, and the expert's opinions shall not be shared with any testifying experts retained by the parties. Instead, the Court seeks to appoint such a person as part of its individualized case management of this matter in an effort to foster the potential resolution of the case in an expeditious and cost-efficient manner.

4. The cost of the aforementioned expert's review shall be shared equally by the parties, but such expert's fees shall not exceed the total amount of \$2,500, or \$1,250 to Plaintiff and \$1,250 to Defendant.

ORDERED this 19th day of August, 2013.



WILLIAM J. HAYNES, JR.
CHIEF DISTRICT JUDGE